

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 28-R-2023**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, GRANTING
CONDITIONAL ACCEPTANCE OF THE PHASE 1B IMPROVEMENTS
(ST. ACACIUS SUBDIVISION – REPLAT NO. 1)**

WHEREAS, Forestar (USA) Real Estate Group Inc., a Delaware corporation having a principal office address of 10700 Pecan Park Boulevard, Austin, Texas 78750 (“Developer”) has caused the completion of certain public improvements benefitting the St. Acacius Subdivision, Replat No. 1 Final Plat (“Development”), specifically the public improvements associated with **Phase 1B** of the Development (the “Improvements”); and

WHEREAS, the Phase 1A public improvements associated with the Development were conditionally accepted by Resolution No. 72-R-2022 dated September 26, 2022; and

WHEREAS, the Improvements are identified in that certain Subdivision Improvement Agreement between Second Royalty LLC and the Town dated September 14, 2020 and recorded on September 14, 2020 at Rec. No. 4629455 in the Weld County property records (“County Records”), as assigned to Developer by that certain Assignment and Assumption of Subdivision Improvements Agreement dated November 9, 2020 and recorded in the County Records on November 16, 2020, at Rec. No. 4651444, and as amended by that certain First Amendment to Subdivision Improvement Agreement dated April 13, 2020 and recorded on March 19, 2021, at Rec. No. 4694812 in the County Records (together, the “SIA”); and

WHEREAS, the Improvements are subject to a warranty period of two (2) years following the conditional acceptance of the improvements; and

WHEREAS, Developer has requested conditional acceptance of the Improvements by the Board of Trustees of the Town of Mead; and

WHEREAS, the Town Engineer has reviewed the construction of Improvements, has determined that the Improvements have been constructed and installed in substantial conformance with the Town’s construction standards, and is recommending that the Board grant conditional acceptance of the Improvements effective as of April 10, 2023, subject to the conditions set forth in the Final Punchlist, a copy of which is attached to this Resolution as **Exhibit A**, and subject to the additional conditions attached to this Resolution as **Exhibit B**; and

WHEREAS, the Board of Trustees desires to grant conditional acceptance of the Improvements subject to the conditions set forth in this Resolution; and

WHEREAS, the *Mead Municipal Code* (“MMC”) requires the Developer to maintain the Improvements for a two (2) year period from the date of conditional acceptance and clarifies that the Developer shall, at its own expense, take all actions necessary to maintain the Improvements and make needed repairs or replacements that, in the reasonable opinion of the Town (and the Town Engineer), shall become necessary; and

WHEREAS, in accordance with *the Town of Mead Design Standards and Construction Specifications*, Section 202.8.A.1.a, the two-year warranty for the Improvements will begin May 1, 2023; and

WHEREAS, if the Developer fails to make necessary repairs to the Improvements in accordance with the requirements set forth in the MMC, the Town may withhold final acceptance of the Improvements, may proceed to withhold building permits, temporary certificates of occupancy, or certificates of occupancy for those lots located within boundaries of the Development, or may take any other action authorized by the SIA.

NOW THEREFORE, BE IT RESOLVED by the Town of Mead, Weld County, Colorado, that:

Section 1. Conditional Acceptance of Public Improvements. The Board of Trustees on behalf of the Town of Mead, hereby grants “conditional acceptance” of the Improvements identified in this Resolution and orders the commencement of the two (2) year warranty period on May 1, 2023.

Section 2. Developer Obligation to Maintain Improvements during Guarantee Period. Developer shall maintain the Improvements for a two (2) year period from the date of conditional acceptance (the “Guarantee Period”). Developer shall, at its own expense, take all actions necessary to maintain the Improvements and make needed repairs or replacements that, in the reasonable opinion of the Town (and the Town Engineer), shall become necessary during the Guarantee Period. Failure of the Developer to maintain the Improvements during the Guarantee Period shall violate the requirements this Section 2 and shall constitute a violation of the MMC pursuant to MMC Sec. 16-6-10(c)(1)(g). In addition to any contractual remedies available to the Town under the SIA, Town Staff shall be authorized to take any and all enforcement actions as necessary to ensure that the Developer completes necessary repairs and replacements of the Improvements during the Guarantee Period and prior to final acceptance of the Improvements, as authorized by the MMC, including but not limited to the enforcement actions set forth in Article VI of Chapter 16 of the MMC.

Section 3. Severability. If any part, section, subsection, sentence, clause or phrase of this resolution is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the resolution. The Town Board hereby declares that it would have passed the resolution including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more parts, sections, subsections, sentence, clauses or phrases are declared invalid.

Section 4. Repealer. All resolutions and motions of the Board of Trustees of the Town of Mead or parts thereof, in conflict with this resolution are to the extent of such conflict hereby superseded and repealed.

Section 5. Effective Date. This resolution shall become effective immediately upon adoption.

Section 6. Certification. The Town Clerk shall certify to the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED, AND ADOPTED THIS 10TH DAY OF APRIL, 2023.

ATTEST:

By: _____

Mary E. Strutt, MMC, Town Clerk

TOWN OF MEAD:

By: _____

Colleen G. Whitlow, Mayor



Exhibit A

Final Punchlist (for Conditional Acceptance – Phase 1B)

(attached – 1 page)

Exhibit B

Additional conditions (Conditional Acceptance – Phase 1B)

1. Developer shall replace LOC NUSCGS034528, dated November 13, 2020, in the amount of \$7,549,755.00 (the “Phase 1 LOC”) with a new LOC in the form required by the SIA **in the amount of not less than \$1,132,463.25** and having an expiration date not earlier than August 1, 2025 (“Warranty LOC”). **The Developer shall file the Warranty LOC with the Town Engineer on or before May 15, 2023.** Upon filing of the Warranty LOC, the Town Engineer or designee shall cause the Phase 1 LOC to be released. The Warranty LOC shall be released in accordance with the terms of the SIA and the *Mead Municipal Code*.
2. Notwithstanding any language set forth in Resolution No. 72-R-2022 to the contrary, the Warranty LOC shall warrant both the Phase 1A and Phase 1B improvements. In addition, the warranty period applicable to both the Phase 1A and Phase 1B improvements shall commence on May 1, 2023.



Project Name: Saint Acacius (Lakeside Canyon)

Contractor: Forestar

Inspector: Deano Korecky Jr.

Punchwalk Dates: March 6th and March 7th, 2023

Conditional Acceptance: Phase 1B

Punch List Items						
No.	Item	Description	Location	Observation Date	Completion Date	Town Sign-Off
1	Clean Up	Clean up landscape yard and grade lots	Lot #12, Lot#13, Lot #14 (Topaz Place)	3/6/2023	3/7/2023	DAK
2	Concrete	Clean up sidewalk	In the CDS of Topaz Place	3/6/2023	3/7/2023	DAK
3	Backfill Concrete	Backfill concrete sidewalk and curb	Marble Drive and Topaz Street	3/6/2023	3/7/2023	DAK
4	Expansion	Seal all expansion per Town of Mead standards	Topaz Street (Between Lot #26 and Lot #27)	3/6/2023	3/7/2023	DAK
5	Erosion Control	Soil Stabilization	All of Phase 1B	3/6/2023	3/7/2023	DAK

